

**Employment Contract  
Between  
Darrell Hazell  
Head Football Coach  
And  
KENT STATE UNIVERSITY, Kent, Ohio**

This Contract entered into this 17th day of December, 2010, by and between **Kent State University**, Kent, Ohio, and **Darrell Hazell**.

WHEREAS, **Kent State University** agrees that **Darrell Hazell** shall be employed by **Kent State University** (hereinafter referred to as "UNIVERSITY") as its Head Football Coach; and

WHEREAS, the parties to this Contract desire to establish terms of employment not contained in the standard university employment Contract,

NOW, THEREFORE, in consideration of the above, the parties agree as follows:

1. The term of this contract employing **Darrell Hazell** as the Head Football Coach shall be for a period of five (5) years and shall expire on June 30, 2016, except as may be hereafter extended. Under any of the following opportunities for automatic contract extension, the total contract term at any given time shall not exceed 5 years. Extension years beyond 5 will not accumulate and will not be "banked." Should Hazell achieve 7 wins for 2 seasons during the first 3 years of this contract, one additional year shall be added to the term of this contract. After the first two years of this contract, should he win 8 or more games in any one season during any of the last 3 years of this contract, 2 additional years shall be added to the term of this contract.

2. a. The salary shall be as follows: a base salary of \$250,000 per year for coaching duties and a supplemental salary of \$50,000 for supplemental duties hereinafter delineated, for a total annual salary of \$300,000; with a deferred salary equal to the employee contribution the state retirement system or a state-approved alternative retirement system and the remainder to be paid as a cash salary. On or about June 1 of each year (beginning June, 2011), the salary will be reviewed by the Director of Intercollegiate Athletics (hereinafter referred to as "the Director"). The Director shall recommend a salary to the President of the University (hereinafter referred to as "the President") consistent with the guidelines established by the Board of Trustees for the particular fiscal year. If salary increases were approved by the Board for the fiscal year as "across the board" or "cost of living" increases, **Darrell Hazell** salary shall increase by not less than that amount. Increases for merit may be recommended at the discretion of the Director, based upon **Darrell Hazell's** performance and consistent with the Board guidelines. Any increases will be effective on the same date as the fiscal year salary adjustments are effective for non-faculty UNIVERSITY employees.

b. Additionally, should **Darrell Hazell** accomplish any of the following achievements, he shall receive, minus all regular payroll deductions, the respective bonus amount indicated on or before June 30 of the year in which earned:

**MAC Coach of the Year - \$5,000**

**MAC Division Champion- \$5,000 or  
MAC Regular Season Overall Champion - \$10,000**

**Bowl Appearance- \$10,000 or  
Bowl win-\$15,000**

**Increase in sold\* season tickets (2010 baseline number, 2,024) of 10%-24%- \$1,000 or**

**Hazell**

Increase in sold\* season tickets of 25%-49%- \$2,500 or  
Increase in sold\* season tickets of 50% or greater-\$5,000  
\* Does not include sponsorship dollars directed by University to increase ticket sales.  
Annual Team GPA of 2.5 or greater-\$1,000

GSR (Graduation Success Rate) or 80% or greater- \$5,000

APR (Academic Progress Rate) of 1000- \$1,000

Each 1A win per season over 6-\$5,000

Each percentage point of increase in graduation rate over 86%- \$1,000

For each year in which at least 60% of football scholarship recipients are Ohio residents, as defined by the home address of the student-athlete's legal guardian- \$5000

3. A suitable automobile will be provided for **Darrell Hazell's** use consistent with the Athletic Department's Memorandum of Agreement regarding automobiles, which is incorporated herein by reference.
4. **Darrell Hazell** shall have primary recruiting, hiring, and dismissal prerogatives for all assistant football coaches subject to the final approval of the Director and the President. In addition, **Darrell Hazell** shall have salary recommendation authority for all assistant football coaches, subject to the approval of the Director, within the aggregate salary pool amount determined by the President. The prerogatives granted to **Darrell Hazell** shall at all times be exercised consistent with **UNIVERSITY** policy and procedure.
5. **Darrell Hazell** shall not accrue vacation, but shall be granted 20 days paid leave per year upon the approval of the Director.

- i. Develop and participate in fund raising opportunities which may benefit either football or the Department of Intercollegiate Athletics in general.
  - ii. Provide his talents for on-air performance and off-air production for radio and/or television programs initiated by the Department of Intercollegiate Athletics. **Darrell Hazell** agrees that he is ready and willing to provide such talent for such programs and is receiving compensation hereunder for such talents, but that nothing herein shall be construed as requiring the **UNIVERSITY** to undertake such programs, except in the **UNIVERSITY'S** sole discretion.
  - iii. Participate as requested by the Department of Intercollegiate Athletics in the design and implementation of marketing and promotions initiatives relative to awareness and attendance at football events.
- b. The salary stated for these supplemental duties is in consideration of **Darrell Hazell** being ready and willing to perform these supplemental duties and will be paid together with his monthly base salary regardless of whether or not he has had the opportunity to perform them.

7. **Darrell Hazell** recognizes that his promise to work for the **UNIVERSITY** for the entire term of this five (5) year Contract is of the essence of this Contract with the **UNIVERSITY**. **Darrell Hazell** also recognizes that the **UNIVERSITY** is making a highly valuable investment in his continued employment by entering into this Contract and its investment would be lost were he to resign or otherwise terminate his employment with the **UNIVERSITY** prior to the expiration of this Contract. Accordingly, he will pay to the **UNIVERSITY** as liquidated damages an amount equal to his base and supplemental salary, multiplied by the number of years (or portion(s) thereof) remaining on the Contract.

- a. Accordingly, subject to **Darrell Hazell** continuing compliance with NCAA and

**UNIVERSITY** rules and regulations including but not limited to cause as defined in Rule 3342-6-05(D)(2) of the Administrative Code as contained in the University Policy Register; **Darrell Hazell** agrees that in the event he resigns or otherwise terminates his employment prior to June 30, 2016, and is employed or performing services for a person, entity or institution other than the **UNIVERSITY or the University terminates Darrell Hazell prior to that date**, then the initiating party shall pay to the other an amount equal to the balance of the then-current total annual salary multiplied by the number of years (or portion(s) thereof) due under the then remaining amount of the term of this Contract, less amounts that would otherwise be deducted or withheld from his salary including payroll taxes and employee contributions to the state retirement system or a state approved alternative retirement system. Subsequent to January 1, 2016, irrespective of the rollover provisions, either party may terminate the contract upon payment of liquidated damages equal to one year of the then current annual salary.

- b. In addition, **Darrell Hazell** agrees that he will neither seek potential job prospects nor accept a position within the **MAC** nor will he seek job prospects with any other program during the term of this agreement.
  - c. If, however, he is sought for a job prospect outside of the **MAC**, **Darrell Hazell** will not respond to such inquiries without the permission of the Director, with such permission not to be unreasonably withheld. It is understood that denying such requests for permission after February 1 of any given year, except in extraordinary circumstances about which **Darrell Hazell** will advise the Director, shall not be deemed unreasonable. Nor shall it be deemed unreasonable to deny permission at any time prior to April 1, 2012.
  - d. Permission pursuant to paragraph 7c above shall be conditioned upon the requestor agreeing, prior to the granting of such permission, to pay such termination costs described in paragraph 7a above to the **UNIVERSITY** should **Darrell Hazell** accept a position with the requestor and **Darrell Hazell** agrees that if he accepts such a position, he shall forfeit any bonuses earned during that termination year.
8. **Darrell Hazell** shall have the right to use the game film of all university football contests in connection with any television show, sanctioned and approved by the **UNIVERSITY** that **Darrell Hazell** may be associated with, and for lectures and clinics, so long as he is the Head Football Coach.
9. a. **Darrell Hazell** shall have the right during each year of the term of this Contract in which he holds the position of the **UNIVERSITY'S** Head Football Coach to:
- i. Conduct a Football Camp or School. **Darrell Hazell** shall be entitled to use the name of the **UNIVERSITY** in association with any football school or camp provided such camps are conducted in accordance with the **UNIVERSITY'S** Sport Camp policies.
  - ii. Participation in television and radio broadcasts, including commercial advertisements in the broadcast and print media; and produce, direct and/or appear in films; and participate in print ventures of all kinds, except for those initiated or produced by or for the **UNIVERSITY**; and
  - iii. Conduct or appear in clinics of all types, both national and international; and
  - iv. Negotiate and retain, as his sole property, all income derived from the endeavors specifically set forth herein, or for any and all personal service endeavors, except to the extent that such endeavors are included in the supplemental duties delineated above, in which case they may be conducted on **UNIVERSITY** time.
- b. These endeavors, items 9ai. through 9aiv., shall be conducted on **non-university** time unless approved in advance in writing by the Director, and create no obligation for the **UNIVERSITY** to ensure **Darrell Hazell** such opportunities.

10. **Darrell Hazell** agrees to abide by all National Collegiate Athletic Association (hereinafter called "NCAA") rules, regulations and requirements, inclusive of but in no way limited to the following:
- a. As required by NCAA regulations, a coach may be suspended for a period of time, without pay, or the coach's employment may be terminated if the coach is found to be involved in deliberate and/or serious violations of NCAA regulations.
  - b. **Darrell Hazell** shall, on an annual basis, report all athletic-related income from sources other than the **UNIVERSITY**, including but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, endorsements or consultation Contracts with athletic shoe, apparel or equipment manufacturers. Such reporting shall be through the Director to the President. If **Darrell Hazell** is found in violation of NCAA regulations, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedure.
11. Except for those terms contained herein to the contrary, all other conditions of this employment are contained in and controlled by any and all University and Administrative Policies and Procedures, as published in the University Policy Register, and as may be added to or amended during the period of employment consistent with the **UNIVERSITY'S** Constitution and Bylaws.
12. Notwithstanding other provisions herein, the **UNIVERSITY** may discipline **Darrell Hazell** up to and including termination of employment without further obligation if **Darrell Hazell** is found to have committed deliberate and/or negligent serious violations of the **UNIVERSITY**, MAC, NCAA rules and regulations, or committed the acts specified in rule 3342-6-09(D)(2) of the Ohio Administrative Code as contained in the University Policy Register.
13. Compensation, other than bonuses or incentives, is payable twice monthly subsequent to service. If employment is terminated before the end of the term, and such termination falls within the middle of any month, payment shall be prorated for the time of actual service. No allowance shall be made for any incomplete month of employment, other than terms specified elsewhere in this Contract.
14. As earned, deferred salary will be contributed by the **UNIVERSITY** to the state retirement system or a state approved alternative retirement system for **Darrell Hazell's** account.
15. It is understood and agreed that this Contract is for **Darrell Hazell's** assignment and performance as the Head Football Coach. While the supplemental duties contained in paragraph 6 may be amended from time to time by mutual agreement, reassignment to any other position at the **UNIVERSITY** which does not include the title and functions of a Division I head football coach shall be a breach of this Contract by the **UNIVERSITY**, the same as if **Darrell Hazell** were terminated without cause.
16. This Contract, including the payment of salary, is conditional upon and subject to the continuing availability of funds and confirmation by the Board of Trustees of the **UNIVERSITY**.
17. Your eligible moving expenses will be reimbursed to you according to University Policy [3342-7-02.6]. In order to be reimbursed, documentation of expenses must be submitted with your reimbursement request to your supervisor.
18. This is the entire Contract between the parties and no other terms exist or shall be enforceable except as agreed in writing, and executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract the date first set forth above

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Witness

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**Darrell Hazell**

Hazell

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Witness

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**LESTER A LEFTON, President of the University**

\_\_\_\_\_  
Witness

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**Joel Nielsen, Director of Intercollegiate Athletics**